

Sullivan County NH

Type of meeting: Board of Commissioners Public Meeting Minutes
Date/Time: September 2, 2008; 3 PM
Place: Newport – Remington Woodhull County Complex, 14 Main Street, Newport NH 03773

Attendees: Commissioner Jeffrey Barrette – *Chair*, Bennie Nelson – *Vice Chair*, and Ethel Jarvis – *Clerk*; Greg Chanis – *County Administrator*; John Gramuglia – *DOC LADC / Inmates Program Coordinator*; Ted Purdy – *Sullivan County Health Care Administrator*; Marc Hathaway – *County Attorney (arrived later)*; and Sharon Johnson-Callum (minute taker).

Public Attendees: Tom Frizzel – *Unity Property Owner*; State-County Delegates Larry Converse and Peter Franklin.

3:04 The Chair, Jeffrey Barrette, opened the meeting. All recited the *Pledge of Allegiance*.

Agenda Item No. 1 Unity Property Owner Requesting Permission To Cross County Property for Logging Project, Tom Frizzel

Mr. Chanis noted Mr. Frizzel called to say he would be late. The Board decided to go out of order.

Agenda Item No. 2 LGC Dental Insurance Agreement & Certificate of Authorizing Resolution, Ratification of

Mr. Chanis noted this was the Local Government Center Delta Dental Administered program agreement, plus an authorization form to allow the County Administer to sign future documents. The forms needed to be signed by the Chair.

**3:05 Motion: to authorize the County Administrator, Greg Chanis, to sign paperwork for the LGC dental agreement.
Made by: Jarvis. Seconded by: Barrette. Voice vote: All in favor.
Commissioner Nelson was absent for the vote.**

3:06 Commissioner Nelson arrived.

Agenda Item No. 3 County Administrator's Report

Agenda Item No. 3.a. Financial Position Job Description

Mr. Chanis noted the budget was passed and asked the Board if they wanted to advertise for the financial position? He noted the financial position was only $\frac{3}{4}$ funded and Mr. Earl Blanchard has confirmed he will assist with resume reviews and participate in the selection committee. Commissioners Barrette and Nelson noted they were in favor of advertising. Mr. Chanis will draft an ad and distribute it by e-mail to the Board for comments, then post in: local papers, upper valley paper, journals and websites, including NH JobWorks. Mr. Nelson suggested Mr. Chanis contact Mr. Graham for other publications.

Agenda Item No. 3.b. County Administrator Job Description

Mr. Chanis reminded the Board he provided, at a previous meeting, two versions of a county manager position description, plus the current one on file with Human Resources.

Non Agenda Item Melanson Heath & Associates Audit Status

Mr. Chanis confirmed Melanson Heath & Associates representative was reviewing working papers and he anticipates draft financials sometime next week. He noted one thing they are still working on is the costs associated with the health insurance transition. As of 6/30, the new insurance covers any physician contact. The former insurance company has the ability to bill up to 18 months after service.

**Agenda Item No. 1 Unity Property Owner Requesting Permission To
Cross County Property for Logging Project, Tom
Frizzel**

3:15 Mr. Frizzel arrived and was invited to the table.

Mr. Frizzel and his brother own property that borders County land. They will be logging their property this winter, currently have an access onto the Spooner Road, but would like to bring logs out from the road that goes by the State salt sheds, in order to have two log landings, for ease. The group discussed a previous logging on Mr. Frizzel's property. Mr. Frizzel confirmed he was aware of the new laws that took effect in July. Mr. Chanis confirmed the horses on the County's property would be leaving that area for winter; horse owners have a "gentlemen's agreement" with the County. Mr. Frizzel may, eventually, need another access by the Marshall Pond area. He confirmed they filed "intent to cut" forms with the Town of Unity. Mr. Chanis will review where the County's water pipe line crosses the Spooner. Mr. Frizzel noted he met with the Spooner family and walked where the pipeline crossed their property. Mr. Frizzel confirmed he would be using the access up to mid March, for only one season. Mr. Chanis confirmed he would work up an agreement the Board can review. The Chair noted, as long as the road is left in the same condition it was found, and he was doing the work during frost, he should be all set. Mr. Chanis confirmed he would contact Mr. Frizzel within the next month.

Agenda Item No. 3 County Administrator's Report – Continued.

Non Agenda Item Community Correction Center - Update

Mr. Chanis noted, as the Delegation approved financing, they began developing time lines for two elements: 1) programmatic and 2) upgrades. John Gramuglia looked at programmatic piece, listing activities to develop a program, identifying the person responsible to ensure the activities happen and the due date for activities. To date, a lot of the activities have been completed. They have two years to tweak and revise. Mr. Gramuglia confirmed best practices include university research. He confirmed the "review" will depend on the project piece and that Superintendent Cunningham could provide details on this aspect. Mr. Chanis noted he and the Superintendent have discussed how to structure committees; it will be up to the Board to decide on the depth of committee involvement. Mr. Gramuglia has spoken to Gail Kennedy, UNH Cooperative Extension Educator, about including a Family component. Both she and Jana Gillespie, Parents As Teachers Program Director, already provide programming when they have a six-week period of time. With the

APPENDIX B
SJC

new programmatic planning, they would have a specific time slot. They want to ensure the integrity of overall program. As the time frame is more structured at the THU, they are already incorporating behavioral components, for e.g.: THU client must wear a shirt and tie for job interviews. Commissioner Jarvis inserted she attended a function at Claremont's Earl Bourdon Centre, where she saw two County inmates who conducted themselves in a very nice manner, presenting themselves very well. Mr. Chanis distributed copy of Proposed Community Corrections Timeline [Appendix C]. They will begin work on the FY09 budget items first, then the bond items. Mr. Chanis has spoken to David Barnes regarding the bonds. Mr. Barnes sent an introductory package with items he will need: minutes, notice ads, and other items to comply with RSA's. They have scheduled a phone conversation for tomorrow, where Mr. Barnes will provide an opinion. Mr. Chanis will then be working with the bond bank to set up Anticipation Notes. Mr. Chanis briefly discussed the lighting upgrades and a negotiated design build process, which allows an advantage over a design build process, as you could end up with two entities. Mr. Chanis confirmed RFP's would be mailed out for the design aspect and a separate RFP for general contractors.

Non Agenda Item DOC Smith College Interns

Mr. Gramuglia noted two Smith College interns began today. Both will be working 30 hrs a week until April, then one for 10 hrs a week until December. They take a lot of supervision.

Non Agenda Item - Health Insurance change over

Mr. Chanis noted the Boards previous motion was contingent upon certain items, which did not get passed, therefore, they need to decide on the Health Insurance change over before proceeding further.

ET ESL Hours

Mr. Chanis discussed a situation where the County employed husband and wife, the husband will be going out on FMLA for surgery, is expected to be out 11 weeks, but has insufficient ET/ESL hours; he and his wife have requested a transfer of her ET/ESL benefits to his records. Mr. Chanis held conversations with both Human Resources and the County Attorney, who have advised this would set precedence and is not recommend. Another Department Head brought to Mr. Chanis's attention NH State has a specific policy regarding transfer of hours. The group discussed this further. Mr. Chanis confirmed he would draft a potential policy where it indicates: if an employee is eligible for FMLA, they must use ET hours first, as the County is liable to pay this if a person leaves, but not liable on ESL; policy would only pertain to married employees, not available for co-workers to transfer hours to another co-worker. Commissioner Jarvis noted these issues are usually brought to the attention of the Board in Executive Session. Mr. Chanis confirmed he'd check with NH State on their transfer of hours policy.

Agenda Item No. 4

Commissioners' Report

Agenda Item No. 4.a.

Sullivan County Health Care Advisory Panel

The Chair noted the Board would like to create a non-binding nursing home advisory panel for Sullivan County Health Care. The vision of the panel: to conduct long range planning, discuss issues affecting the facility, and provide a stronger link to the community. His vision of panel members: health care representatives, community leaders and municipal representation. Mr. Chanis noted he and Mr.

Purdy spoke a couple times this week about the request; plus, received a copy of a previous advisory panel from Ms. Johnson-Callum. Ms. Johnson-Callum confirmed that advisory council was created as a result of the Sullivan County Study Committee recommendations. Mr. Purdy and Mr. Chanis both feel the Board should carefully develop the goals and scope of what the panel is to look at, first. The Chair feels the prior panel ran into the issue where they were giving all the right advise but no one was following through. The Chair confirmed he feels the clinical side is clearly defined. Mr. Purdy concurred – federal standards define clinical aspect; and suggested they have a framework on evaluation of recommendations. The Chair noted they needed guidance on financial facility issues, e.g. "What will it take to get more beds filled?". He feels they will gain something in the community when people talk about us in a positive manner and that it makes sense to create this panel for a one-year term. Mr. Chanis recommended the panel be led by non-county representation, such as NH Primex, for an unbiased opinion. The Chair noted time is of the essence and would like to see something in place prior to the 3rd quarter, in order to see potential benefits. Mr. Chanis and Mr. Purdy will create game plan and return to the Board with updates at the 9/16 meeting. The Board agreed they'd return 9/16 with a list of proposed members.

4:20 Mr. Bulkeley left the room.

Agenda Item No. 4.b. Oct 7th Meeting Reschedule

The Board decided to change the next few months of Board of Commissioners' regular business meetings as follows:

- ◇ Sep. 30th & Oct. 28th 3 PM in Newport
- ◇ Oct. 7th, Oct. 21st, and Nov. 4th – All CANCELED
- ◇ Oct 14th & Nov. 18th 3 PM in Unity

Agenda Item No. 4.c. DOC Tour Notes - Ratification

The Board reviewed the 8/19/08 DOC tour notes submitted by Corporal Gokey. It was noted one name was misspelled.

4:25 Motion: to ratify the notes from the DOC [tour] minutes [with spelling amendment].

Made by: Nelson. Seconded by: Jarvis. Voice vote: All in favor.

Ms. Johnson-Callum left the room to correct the spelling and returned for the Clerk to sign the notes [Appendix D]

Agenda Item No. 5 Public Participation

Rep. Converse questioned if there would be delay in putting the health coverage into effect due to the previous motion and final budget approved? Mr. Chanis, confirmed he has no authorization to make changes in health insurance structure without the Board voting on their intention.

Rep. Converse noted he is working on attaining a new US flag for the nursing home as the last one provided has become tattered due to weather.

Rep. Franklin requested an update regarding the financial job position. Commissioner Barrette confirmed they have two job descriptions, will be reviewing the descriptions at the next meeting and will begin advertising. Mr. Chanis confirmed he'd provide the draft of the position to the Board, via e-mail, by the end of the week.

Rep. Franklin noted there was an article in Claremont Eagle talking about the MS42 and in the article it was noted that a "spokesperson" from the Commissioners Office said certain things about him that were not true. He wanted to know who that person was and what the basis was for saying he "refused" to sign? Mr. Chanis pointed out to the Board he held this conversation with Mr. Franklin last week, in speaking with staff at the Commissioners Office, they explained a reporter from the paper was at the counter and asked if the form was signed. The staff indicated "No" and that it was clearly stated to the reporter that Rep. Franklin was reviewing it. Mr. Chanis noted, reporter Aldridge provided that information to reporter Ben Bulkeley, who wrote the article. Rep. Franklin questioned if anything was sent to the Eagle to indicate that was not a true statement, as he wanted it retracted. Commissioner Nelson questioned what part of the article was untrue? Ms. Johnson-Callum inserted she had asked Mr. Franklin, at a Delegation meeting, if he was going to sign the form and he indicated: "No, I will not sign it. I will need to review it." After a brief discussion, the Board requested Mr. Chanis to draft a letter to the Eagle to note the entire conversation was not printed correctly.

4:38 Motion: to draft and sign a letter to Eagle Times to point out Peter Franklin did not "refuse" to sign the MS42.
Made by: Jarvis. Seconded by: Nelson. Voice vote: All in favor.

Agenda item No. 6. Probable Executive Session Per RSA 91-A:3.II.c.& b Property / Liability / Personnel Issue

4:41 Motion: made to go into Executive Session Per RSA 91-A:3.II. c & e
Made by: Jarvis. Seconded by: Nelson. Roll call vote: All in favor.

Those in Executive Session included: all three Commissioners, Greg Chanis, Ted Purdy, and Sharon Johnson-Callum

5:00 Motion: to come out of Executive Session.
Made by: Jarvis. Seconded by: Nelson. Voice vote: All in favor.

5:00 Mr. Purdy left the room.

No action was required by the Board of Commissioners.

Agenda Item No. 7. Probable Executive Session Per RSA 91-A:3.II.c&e -Property / Liability / Personnel Issue

5:01 Motion: made to go into Executive Session Per RSA 91-A:3.II. c & e.
Made by: Jarvis. Seconded by: Nelson. Roll call vote: All in favor.

Those in Executive Session included: the three Commissioners, Greg Chanis, Marc Hathaway and Sharon Johnson-Callum.

5:45 Motion: made to come out of Executive Session.

Made by: Jarvis. Seconded by: Nelson. Voice vote: All in favor.

5:45 Mr. Hathaway advised the Board to permanently seal the Executive Session minutes, and left the room.

As the preceding Executive Session issue pertained to an incident that could result in a property / liability issue, and was held to receive a briefing from the County Attorney, there was no formal decision to be made.

Agenda Item No. 8. Probable Executive Session Per RSA 91-A:3.II. a & c.

5:46 Motion: to return to Executive Session per RSA 91-A:3.II.a & c., to discuss County employee compensation and job description.

Made by: Jarvis. Seconded by: Nelson. Roll call vote: All in favor.

Those in Executive Session were: all three Commissioners, Mr. Chanis and Sharon Johnson-Callum

5:49 Ms. Johnson-Callum left the room.

6:25 Motion: made to come out of Executive Session.

Made by: Nelson. Seconded by: Jarvis.

Voice vote: All in favor.

6:26 Motion: to set the County Administrator's salary at \$92,000, retroactive to his appointment date [appointment date 7/29/08].

Made by: Nelson. Seconded by: Jarvis. Voice vote: All in favor.

Agenda Item No. 9 Meeting Minutes Review

Agenda Item No. 9.a. Aug. 19, 2008 Public Meeting Minutes

6:28 Motion: to approve the Aug. 19, 2008 Public Meeting Minutes as typed.

Made by: Jarvis. Seconded by: Nelson. Voice vote: All in favor.

Agenda Item No. 10 Adjourn meeting.

6:30 Motion: to adjourn the meeting.

Made by: Jarvis. Seconded by: Nelson.

Voice vote: All in favor.

Respectfully submitted,

Ethel Jarvis
Ethel Jarvis, Clerk
Board of Commissioners

EJ/s.j-c.

Date signed: 9-18-08



Sullivan County NH, Board of Commissioners

**REGULAR BUSINESS MEETING
AGENDA - 2nd Revision**

Tue, Sep 2, 2008, Time 3 PM

Place: Sullivan County Newport Complex
14 Main Street, Newport NH 03773 – Commissioners' Conference Room

- | | | | |
|----------------|----|-----|---|
| 3:00 PM – 3:10 | PM | 1. | Unity Property Owner Requesting Permission To Cross County Property for Logging Project Tom Frizzell |
| 3:10 PM – 3:15 | PM | 2. | LCG Dental Insurance Agreement & Certificate of Authorizing Resolution, Ratification of |
| 3:15 PM – 3:35 | PM | 3. | County Administrator's Report
a. Financial Position Job Description
b. County Administrator Job Description
c. ET ESL Hours Transfer Policy |
| 3:35 PM – 3:55 | PM | 4. | Commissioners' Report
a. Sullivan County Health Care Advisory Panel
b. Oct. 7 th Meeting – Reschedule?
c. DOC Tour Notes - Ratification |
| 3:55 PM – 4:10 | PM | 5. | Public Participation |
| 4:10 PM – 4:20 | PM | 6. | Probable Executive Session Per RSA 91-A:3.II.c. & e – Property / Liability / Personnel Issue |
| 4:20 PM – 4:40 | PM | 7. | Probable Executive Session Per RSA 91-A:3.II.c.& e – Property / Liability / Personnel Issue |
| 4:40 PM – 5:00 | PM | 8. | Probable Executive Session Per RSA 91-A:3.II.a & c. – Personnel Issue |
| 5:00 PM – 5:05 | PM | 9. | Meeting Minutes Review
a. Aug. 19, 2008 Public Meeting Minutes |
| 5:05 PM | | 10. | Adjourn meeting |



Sullivan County NH, Board of Commissioners

Upcoming Events:

- **Sep 9th, Thu. County Timber Sale – Bidders View of Property.**
 - **Time: 9 AM. Place: Unity – Marshall Pond lot.**
- **Sep 16th, Tue. Next Board of Commissioners meeting.**
 - **Time: 3 PM. Place: Unity, Sullivan County Health Care Facility, 1st Floor, Recreation Room.**

Return full document - they will return full signed document to us.

~~Cathy Hollins~~ (~~member services~~) ~~when hear from Floyd.~~) for note JB

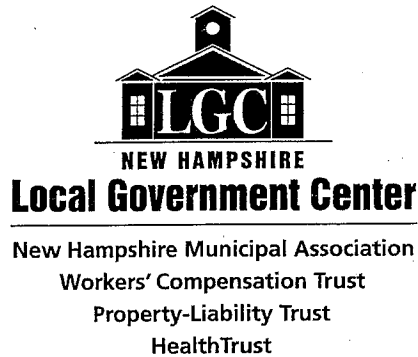
Greg can sign page 7

Skip "clipped" section

Page 41 Sign top of page w/ Greg's name if they want him to be authorized to sign future paperwork

Jeff B sign bottom page 41

Dana Conrad visit 8.29.08



APPLICATION AND PARTICIPATION AGREEMENT

This APPLICATION AND PARTICIPATION AGREEMENT (the "Agreement"), is made and entered into this **First Day of July, 2008** by and among **Sullivan County** (the "Applicant") and *Local Government Center HealthTrust, LLC* ("HealthTrust") and *Local Government Center Property-Liability Trust, LLC* ("PLT"), also doing business as the *Local Government Center Workers Compensation Trust*, each a New Hampshire limited liability company and each wholly-owned by *Local Government Center, Inc.*, a New Hampshire corporation ("Local Government Center").

Preamble

A. Certain municipalities and other public entities of the State of New Hampshire, acting through the Local Government Center and pursuant to NHRSA 5-B, have created two pooled risk management programs as follows:

- (i) A pool for the management and provision of health and similar welfare benefits to their Employees, which pooled risk management program is known as HealthTrust; and
- (ii) A pool for the management and provision of: (a) protection against their property and liability risks, known as the Property-Liability Trust; and (b) workers compensation and unemployment benefits to their Employees, known as Workers' Compensation Trust ("WCT").

For purposes of this Agreement, HealthTrust, Property-Liability Trust and Workers' Compensation Trust are sometimes collectively referred to as the "Trusts."

B. The Applicant is eligible and wishes to become a Participant of, or continue its participation in, one or more of HealthTrust, Property-Liability Trust and Workers Compensation Trust and therefore completes, executes and delivers this Application and Participation Agreement.

Participation Agreement

NOW THEREFORE, for valuable consideration received, the Applicant and HealthTrust and PLT (as operator of both Property-Liability Trust and Workers' Compensation Trust") mutually agree as follows:

1. Choice of Trusts for Participation. The Applicant applies for participation (including continued participation if applicable) in the following pooled risk management programs in accordance with their respective terms:

[CIRCLE THE APPROPRIATE ANSWER IN EACH ITEM BELOW (Note: Participation will be considered only for those Trusts in which YES is circled)]

YES / NO HealthTrust, for the provision of health and other benefits as may be selected for its employees.

YES / NO PLT, for the provision of protection against its property and liability risks.

YES / NO PLT, d/b/a WCT, for the provision of workers compensation for its employees.

YES / NO PLT, d/b/a WCT, for the provision of unemployment benefits for its employees.

2. Acceptance of Application; Continued Participation. The Applicant understands and agrees that its participation (or continued participation) in one or more of the Trusts is contingent upon acceptance of this Application and Participation Agreement by each of the applicable Trusts in accordance with its underwriting standards, such acceptance to be evidenced by each applicable Trust's execution of this Agreement by a duly-authorized officer. Acceptance by PLT also may require the approval of all entities providing a contract of reinsurance, excess insurance or similar additional coverage. Continued participation following acceptance is subject to all of the terms of the member agreement of the applicable Trust(s) and participation in any required programs thereof.

3. Local Government Center Bylaws; New Hampshire Municipal Association, LLC Membership. The Applicant, during any period of participation in one or more of the Trusts, also agrees to be bound by the provisions of Local Government Center's Bylaws and any and all amendments thereto which are or may be duly adopted by Local Government Center from time to time (the "Bylaws") including, without limitation, to pay all contributions within the scope and authorized by the terms of the Bylaws and to maintain the appropriate membership in New Hampshire Municipal Association, LLC. Furthermore, the Applicant hereby acknowledges that it

has received a copy of the Bylaws and specifically acknowledges the terms of section 3.7 thereof.

4. Effective Date. The Applicant's period of participation under this Agreement will begin on **July 1, 2008** and end pursuant to the terms of the Bylaws. Upon renewal or initial acceptance as a Participant, the Applicant will be entitled to participate in those benefit programs offered by the applicable Trusts for which the Applicant satisfies the applicable minimum participation requirements and other standards established by such Trusts for participation in such program(s). The applicable minimum participation requirements shall include, without limitation, the requirement of HealthTrust that seventy-five percent (75%) of eligible Employees of the Applicant (excluding Employees of the Applicant covered under another employer's group health plan) must be enrolled in the group health plan(s) offered by the Applicant through HealthTrust.

5. Particular Provisions Applicable to HealthTrust Participation. The following provisions apply to each Application for participation in HealthTrust:

(a) The Applicant acknowledges that, with respect to the group health plan(s) offered to its Employees through HealthTrust, the Applicant is responsible for complying with (i) the continuation of coverage provisions set forth in Sections 2201 through 2208 of the Public Health Service Act ("COBRA"), (ii) the health insurance portability and availability provisions set forth in Title XXVII (Sections 2701 through 2792) of the Public Health Service Act ("HIPAA Portability") and (iii) the retiree medical coverage provisions set forth in New Hampshire RSA 100-A:50. To assist the Applicant in satisfying certain of its COBRA, HIPAA Portability and NHRSA 100-A:50 obligations, HealthTrust shall provide the following administrative services on behalf of the Applicant with respect to Employees of the Applicant who are covered under the health benefit programs offered by the Applicant through HealthTrust.

(i) With respect to COBRA, HealthTrust shall provide the base COBRA administrative services specified on Schedule A attached hereto on the terms and conditions specified on Schedule A. In addition, if elected by the Applicant on Schedule A, HealthTrust also shall provide the additional COBRA billing administrative services specified on Schedule A. The Applicant may change its decision to elect or decline the COBRA billing services during the term of this Agreement by completing and signing a new Schedule A without the need to otherwise amend this Agreement.

(ii) With respect to HIPAA Portability, HealthTrust shall, but only with respect to the affected Employee's coverage under the health benefit programs offered through HealthTrust, provide a certificate of creditable coverage ("HIPAA Certificate") for any Employee who loses coverage under the Applicant's group health plan upon a HIPAA Portability qualifying event or upon request. In no event shall HealthTrust be responsible for providing a HIPAA Certificate with respect to a coverage option provided to the Applicant's Employees other than by or through HealthTrust. Further, HealthTrust shall not issue a HIPAA Certificate with

respect to an Employee whose coverage under the benefit programs offered by HealthTrust ceases, but the Employee's coverage continues under the Applicant's group health plan(s). In such latter event, however, HealthTrust shall provide adequate information to the Applicant (or to another party designated by the Applicant) that is reasonably available to HealthTrust to assist in the issuance of a HIPAA Certificate by the Applicant (or such other designated party) upon cessation of the Employee's coverage under the Applicant's group health plan.

(iii) With respect NHRSA 100-A:50, if elected by the Applicant on Schedule B attached hereto, HealthTrust shall provide the retiree billing administrative services specified on Schedule B on the terms and conditions specified thereon. The Applicant may change its decision to elect or decline the retiree billing services during the term of this Agreement by completing and signing a new Schedule B without the need to otherwise amend this Agreement.

(b) HealthTrust shall provide the additional services described in subparagraphs (i) through (iii) above in accordance with the terms of this paragraph (5), the attached Schedules A and B (as applicable), and policies and procedures established by HealthTrust. Notwithstanding any provision to the contrary herein, HealthTrust's agreement to provide additional services in connection with the Applicant's COBRA, HIPAA Portability and NHRSA 100-A:50 obligations as set forth in this Paragraph (5) shall automatically cease upon termination of the Applicant's participation in HealthTrust and HealthTrust shall provide no further services pursuant hereto.

(c) The Applicant agrees to provide HealthTrust with any and all information HealthTrust deems necessary or desirable with regard to HealthTrust's performance of the additional services set forth in this Paragraph (5), including, without limitation, timely notice of any Employee who loses coverage under the health benefit programs offered by the Applicant through HealthTrust.

(d) If accepted (or renewed) as a Member, the Applicant from time to time may, in accordance with the policies and procedures established by HealthTrust, request or otherwise become entitled to receive from HealthTrust, claims information regarding HealthTrust's programs.

(i) The Applicant will receive Summary Claims Information, that is information that does not include Protected Health Information (PHI).

(ii) If, in addition to Summary Claims Information, the Applicant wishes to receive Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder ("HIPAA"), the applicant must: (x) **initial here:** _____ and (y) read and sign the appropriate "Statement of Policy Regarding the

Use and Disclosure of Protected Health Information – Experience Rated Group”. The Applicant will have two alternatives, either to view such PHI only at the HealthTrust Office or to receive, return and destroy such information.

6. Authorization by Governing Body of Applicant. This Application and Participation Agreement shall be accompanied by a certificate of authorizing resolution (or a copy of the resolution) of the Governing Body of the Applicant in substantially the same form and content as contained in the attached Exhibit A, and indicating the Applicant has duly authorized its participation in one or more of the Trusts and their benefit programs selected by the Applicant in accordance with RSA 5-B and the execution and delivery of this Application and Participation Agreement by the individual signing, which authorization remains in full force and effect as of the date hereof. Any Application and Participation Agreement pertaining to unemployment benefits also must be accompanied by a signed Joint Authorization and Power of Attorney in the same form and content as contained in the attached Exhibit B.

7. Interpretation. This Application and Participation Agreement is governed by New Hampshire law and may only be modified by a written amendment signed by all applicable parties. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the Bylaws.

8. Incorporation of Additional Optional Terms. Attached as addenda to this Agreement are several additional terms and conditions, listed below. To the extent that any of them are marked “MANDATORY” in reference to the Trust in which the Applicant has chosen to participate in Section 1 above, they will be deemed to be incorporated into this Application and Participation Agreement without further action by the parties. Those addenda which are marked “OPTIONAL” will be deemed to be incorporated into this Application and Participation Agreement if selected below:

[CIRCLE THE APPROPRIATE ANSWER IN EACH ITEM BELOW (Note: Except for addenda marked “MANDATORY” for a Trust chosen by the Applicant, additional terms and conditions will be incorporated herein only if YES is circled)]

HEALTHTRUST ONLY

YES / ☒ NO

Addendum 1. Schedule A: COBRA Administrative Services
[MANDATORY For HealthTrust] * **NOTE: elections to be made within Addendum**

YES / ☒ NO

Addendum 2. Schedule B: Retiree Billing Administrative Services
[MANDATORY for HealthTrust] * **NOTE: elections to be made within Addendum**

YES / ☒ NO

Addendum 3. *Agreement Regarding Combination of Entities for Rating and Participation in HealthTrust. [OPTIONAL] *
NOTE: exhibits of separate forms to be submitted.*

PLT ONLY

YES / ☒ NO

Addendum 4. *PLT 2011 Multi Year Rate Guarantee Program, with Certificate of Resolution [OPTIONAL] * NOTE: separate resolution required*

YES / ☒ NO

Addendum 5. *WCT 2011 Multi Year Rate Guarantee Program, with Certificate of Resolution [OPTIONAL] * NOTE: separate resolution required*

PACKAGE PRICING

YES / ☒ NO

Addendum 6: *Municipal Total Risk Management (TRiM®) Agreement [OPTIONAL]*

YES / ☒ NO

Addendum 7: *First Rate™ Package Pricing Agreement [OPTIONAL]*

[The signature page follows]

IN WITNESS WHEREOF, the Applicant and the Trusts in which the Application has applied to participate have caused this Application and Participation Agreement to be executed by their duly authorized officials as of the date first above written.

LOCAL GOVERNMENT CENTER
HEALTHTRUST, LLC.

APPLICANT: Sullivan County

LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC

LOCAL GOVERNMENT CENTER
PROPERTY-LIABILITY TRUST, LLC d/b/a
LOCAL GOVERNMENT CENTER
WORKERS' COMPENSATION TRUST

By:

John B. Andrews
Executive Director

Signed:

Name:

Title:

Duly Authorized

[Signature]

GREG CHANIS

County Administrator

EXHIBITS

To

APPLICATION AND PARTICIPATION AGREEMENT

Exhibit A: *Form of Authorizing Resolution. [MANDATORY for ALL TRUSTS]*

Exhibit B: *Joint Authorization and Power of Attorney [MANDATORY when Unemployment
benefits selected]*

EXHIBIT A**CERTIFICATE OF AUTHORIZING RESOLUTION**

I hereby certify to each of *Local Government Center HealthTrust, LLC* ("HealthTrust"), *Local Government Center Property-Liability Trust, LLC* ("PLT"), and *PLT d/b/a Local Government Center Workers Compensation Trust* ("WLT"), as applicable (HealthTrust, PLT and WCT collectively are referred to as the "Trusts"), that the following is a true copy of a resolution adopted by the Governing Board of **Sullivan County** at a meeting duly held on 9/2/08

[Date]:

RESOLVED: That **Sullivan County** shall participate in the following self-funded, reinsurance pools operated by subsidiaries of Local Government Center, Inc.:

[CIRCLE THE APPROPRIATE ANSWER IN EACH ITEM BELOW:]

- | | |
|---|---|
| <p><u>YES</u> / <u>NO</u></p> <p><u>YES</u> / <u>NO</u></p> <p><u>YES</u> / <u>NO</u></p> <p><u>YES</u> / <u>NO</u></p> | <p>HealthTrust, for the provision of health and other benefits as may be selected for its employees.</p> <p>PLT, for the provision of protection against its property and liability risks.</p> <p>PLT, d/b/a WCT, for the provision of workers compensation for its employees.</p> <p>PLT, d/b/a WCT, for the provision of unemployment benefits for its employees.</p> |
|---|---|

RESOLVED: That Greg Chanis, Administrator [Name/Title] is hereby authorized and directed to execute and deliver to the applicable Trusts on behalf of **Sullivan County** the "Application and Participation Agreement," including any applicable Schedules thereto, in substantially the form presented to this meeting, together with any related documentation necessary to effect and complete the Application and Participation for the above-authorized protection and benefits.

RESOLVED: That Greg Chanis, Administrator [Name/Title] is hereby authorized and directed to execute and deliver to the applicable Trusts a certificate of this resolution.

I further certify that the foregoing resolution remains in full force and effect without modification.

MEMBER: Sullivan County

Date: 8/2/08

By: [Signature]
 Name: Jeffrey Barrette
 Title: Chair, duly authorized.
 Board of Commissioners

Sullivan CCC Next Steps

What are the key activities during the next few Months

Phase I/Phase 2

Activity	Responsible party	Due date
Program research	John/Kevin	9-30-2008
Equipment needs	John/Kevin	11-30-2008
Treatment/educational software needs	John	11-30-2008
Present to CJCC	Kevin/John/Ross	10-30-2008
Review best practice sites	Kevin/John	10_30-2008
Plan sites visits local	Kevin/John	10-30-2008
Plan national site visit NIC funding	Kevin John	11-15-2008
Staff Recruitment	John	11-30-2008
Sentencing structure	John/Kevin/Ross/Doug	11-30-2008
Eligibility Criteria	John/ Kevin	11_30-2008
Coordination with CJCC	John/Kevin	11-30-2008
Develop of daily treatment schedule	John/Kevin	12-15-2008
Development of course curriculum	John Kevin	1-31-2009
Furniture for building	John	3-31-2009
Development of new program policies	John/Kevin/Dan/Jason	4-30-2009
Finalize Assessment Tools	John/Kevin	1-30-2008

Activity	Responsible party	Due date
Staff recruitment	John/Ross	
Staff Hiring	John/Ross	
Staff training curriculum	Kevin/John/Dan	
Planning of training schedule	John/ Dan	
Ongoing recruitment plan	John/Dan	
Final policy and procedure manual	John/Dan/Jason/Kevin	
Staff supervision plans	John	
Program Evaluation	John/Kevin	
Quality assurance Plan	John Kevin	

[illegible]

coordinate final sentencing structure With Judges Key Stakeholder												
Meeting with Providers CJCC re treatment design					X							
Develop strategy to pursue additional grant funding			X									
Phase III												
Staff recruitment												X
Staff training curriculum											X	
Planning of training schedule												X
Ongoing recruitment plan											X	
Final policy and procedure manual												X
Finalize equipment list including costs for all items												X
Staff Supervision Plans												X
Program Evaluation Plan												X
Quality Assurance Plan												X

Proposed Community Corrections Timeline.

8/11/08

Who		Sept 08	Oct 08	Nov 08	Dec 08	Jan 09	Feb 09	Mar 09	Apr 09	May 09	June 09	July 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	March 10	April 10	May 09	June 10	July 10
Work with Bond Counsel to facilitate bond process	Greg	X	X																					
Work with NHMBB on Bond Anticipation Notes	Greg		X	X																				
Engineering work for Roof, Sprinkler, HVAC	Ross/Greg/WV		X	X	X	X																		
Recreation Yard upgrade	Ross	X	X	X																				
Lighting Upgrade	Ross/Brad B.	X	X	X																				
Selection/Design Work for Security Upgrade	Ross	X	X	X	X																			
Security Upgrades Install	Ross/Greg/Brad				X	X	X																	
Install of roof/sprinkler system, HVAC upgrades'								X	X	X	X													
RFP for and selection of CCC Design/Architect	Greg / Ross/ ?									X	X													
RFP for and selection of CCC General Contractor	Greg / Ross/ ?										X	X												
Bond Application Process	Greg												X	X	X	X								
Site SelectionDesign work for New CCC	Greg/Ross/?											X	X	X	X	X	X	X						
Bond Proceeds Received	Greg																X							
Construction of CCC	Greg/Ross/?																		X	X	X	X	X	X

